

1 Katherine S. Ritchey (State Bar No. 178409)
2 JONES DAY
3 555 California Street, 26th Floor
4 San Francisco, CA 94104
5 Telephone: (415) 626-3939
6 Facsimile: (415) 875-5700
7 Email: ksritchey@jonesday.com

8 Hollis R. Peterson (State Bar No. 254535)
9 JONES DAY
10 12265 El Camino Real
11 Suite 200
12 San Diego, CA 92130
13 Telephone: (858) 314-1200
14 Facsimile: (858) 314-1150
15 Email: hpeterson@jonesday.com

16 Attorneys for Defendant
17 STANDARD INSURANCE COMPANY

18
19 UNITED STATES DISTRICT COURT
20
21 SOUTHERN DISTRICT OF CALIFORNIA

22 DAVID FELT,
23 Plaintiff,
24 v.
25 STANDARD INSURANCE
26 COMPANY and DOES 1 through 50,
27 Defendants.

28 Case No. 08 CV 0801 DMS CAB

1 NOTICE OF REMOVAL OF
2 CIVIL ACTION UNDER 28
3 U.S.C. § 1441

4 [DIVERSITY JURISDICTION]

5 TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT
6 COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA:

7 PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. § 1441, Defendant
8 Standard Insurance Company ("Standard"), hereby removes the above-entitled
9 action from the Superior Court of the State of California for the County of San
10 Diego to the United States District Court for the Southern District of California.

11 This removal is based upon the original jurisdiction of the United States
12 District Court over the parties consistent with 28 U.S.C. § 1332 based on the

1 existence of diversity of citizenship of the parties.

2 In support of its notice of removal, Standard states to the Court as follows:

3 1. Plaintiff commenced this action against Standard and Does 1 through
4 50 by filing a complaint in the Superior Court of the State of California for the
5 County of San Diego (the "Superior Court"), entitled *David Felt v. Standard*
6 *Insurance Company and DOES 1 through 50*, Case No. 37-2008-00052861-CU-IC-
7 NC, on April 2, 2008.

8 2. On or about April 11, 2008, Standard was served with the summons
9 and Complaint. A true and correct copy of the Complaint and Summons is attached
10 hereto as Exhibit A.

11 3. On April 30, 2008, Standard filed its General Denial and Defenses to
12 Plaintiff's Complaint in the Superior Court of the State of California for the County
13 of San Diego. A true and correct copy of the General Denial and Defenses is
14 attached hereto as Exhibit B.

15 4. This Notice of Removal of Civil Action from State Court ("Notice") is
16 timely filed pursuant to 28 U.S.C. § 1446(b) which provides that such notice "shall
17 be filed within thirty days after the receipt by the defendant, through service or
18 otherwise, of a copy of the initial pleading setting forth the claim upon which such
19 action or proceeding is based." Standard has filed this notice within thirty (30) days
20 after it first received the Complaint. The Complaint was the first paper from which
21 Standard could ascertain that the action was removable.

22 5. This Court has original jurisdiction of this action under 28 U.S.C. §
23 1332 in that it is a civil action wherein the matter in controversy, on information
24 and belief, exceeds the sum of \$75,000, exclusive of costs and interests, and is
25 between a citizen of a state and a citizen of a foreign state. Specifically, removal is
26 proper based on the following:

27 a. Standard is informed and believes that the amount in controversy
28 exceeds \$75,000 because, in addition to seeking damages for Standard's alleged

1 failure to provide disability benefits, Plaintiff claims an unspecified amount of
2 general damages for emotional distress and other incidental and compensatory
3 damages, as well as punitive damages and attorneys' fees, which amounts must be
4 considered in calculating the amount in controversy. *See Brandt v. Superior Court*
5 (*Standard Ins.*), (Cal. 1985) 37 Cal. 3d 813, 817 (attorneys' fees must also be
6 considered by the Court in assessing the amount in controversy of the action); *Galt*
7 *G/S v. JSS Scandinavia*, (9th Cir. 1998) 142 F. 3d 1150 (holding that attorneys fees
8 plaintiffs can recover as a matter of law must be considered by the Court in
9 calculating the amount in controversy); *Surber v. Reliance Nat'l Indem. Co.*, (N.D.
10 Cal. 2000) 110 F. Supp. 2d 1227, 1232, citing *Richmond v. Allstate Ins. Co.*, (S.D.
11 Cal. 1995) 897 F. Supp. 447, 450 (exemplary and punitive damages also to be
12 considered in determining amount in controversy). Furthermore, Plaintiff's failure
13 to plead a specific amount of damages in her Complaint should be construed in
14 favor of Standard, supporting a finding that the minimum amount in controversy
15 has been met. *See Bosinger v. Phillips Plastic Corporation*, (S.D. Cal. 1999) 57 F.
16 Supp. 2d 986, 989.

17 b. Standard is informed and believes that Plaintiff was, at the time this
18 action was commenced in state court, and still is a resident of California.

19 c. Standard was, at the time of filing this action, and still is incorporated
20 in Oregon, and principal business office is in Portland, Oregon. The day-to-day
21 control of Standard is exercised from Oregon. The individuals who control the day-
22 to-day operations of Standard's business work at Standard's corporate headquarters,
23 located in Portland, Oregon. Standard supervises its business operations throughout
24 the country from Oregon. The vast majority of Standard's employees are located in
25 Oregon. The majority of Standard's real and personal property is located in
26 Oregon. Standard is not a citizen of the State of California. *See Declaration of*
27 *Rebecca J. Jeffrey in Support of Defendant Standard Insurance Company's Notice*
28 *of Removal*.

1 d. Defendants designated as Does 1 through 50 are fictitious defendants,
2 are not parties to this action, have not been served and are to be disregarded for the
3 purposes of this removal. 28 U.S.C. § 1441(a).

4 6. Based on the foregoing, this action is one over which this Court has
5 original jurisdiction and which may be removed by Standard to this Court pursuant
6 to 28 U.S.C. §§ 1441(b) and 1446 because complete diversity of citizenship exists
7 between Plaintiff and Standard.

8 Dated: May 1, 2008

Jones Day

9
10 By: Hollis Peterson
11 Hollis Peterson

12 Attorney for Defendant
13 STANDARD INSURANCE
14 COMPANY

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

DOES 1 TO ~~20~~ 50 *SC*
YOU ARE BEING SUED BY PLAINTIFF:
(*LO ESTÁ DEMANDANDO EL DEMANDANTE*):
DAVID FELT

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court self-help center.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/seithelp/espanol), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no

puedes pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/señihelp/espanol/) o poniéndose en contacto con la corte en su localidad.

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT OF CALIFORNIA
325 SO. MELROSE DR.
325 SO. MELROSE DR.
VISTA 2221

CASE NUMBER: 37-2008-00052861-CU-IC-NC
(Número del Caso):

VISTA, 92081
NORTH COUNTY DIVISION

NORTH COUNTY DIVISION
The name, address, and telephone number of
(El nombre, la dirección y el número de teléfono)

(E) HOMER, is director
BROOKS J. TIS

BROOKS L. TILER SBN: 9
VIRGINIA TILER SBN: 1

VIRGIL A. ILER SBN: 158460
ILER & ILER LLP
13400 POMERADO RD. POWAY, CA 92064
DATE:

DATE:
15-1

(Fecha) APR 02 2008
(Formato de fecha: Año-Mes-Día)

(For proof of service of this summons, use Proof of Service of Summons (Form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (POS-010).)

NOTICE TO THE PERSON SERVED: You are served.

Deputy
(Adjunto)

[SEAL]

NOTICE TO THE PERSON SERVED: You are served.

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify) _____

3. on behalf of (specify).

✓ *✓* *✓* *✓* *✓*

- under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)

4. by personal delivery on (date):

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 (Rev January 1, 2004)

SUMMONS

Legal
Solutions
to Plus

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): BROOKS L. ILER SBN: 99020 VIRGIL A. ILER SBN: 158460 ILER & ILER LLP 13400 POMERADO RD. POWAY, CA 92064 TELEPHONE NO.: 858-413-1551 ATTORNEY FOR (Name): DAVID FELT		CM-010 FOR COURT USE ONLY 2008 MAR 20 PM 4:16 RECEIVED CLERK'S OFFICE, U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA U.S. DISTRICT COURT CLERK'S OFFICE 312 EAST 5TH STREET, SUITE 1100 SAN DIEGO, CALIFORNIA 92131-2510 TELEPHONE (619) 531-7000 FAX (619) 531-7001
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 325 So. MELROSE DR. MAILING ADDRESS: 325 So. MELROSE DR. CITY AND ZIP CODE: VISTA, 92081 BRANCH NAME: NORTH COUNTY DIVISION		
CASE NAME: FELT v. STANDARD		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 37-2008-00052861-CU-IC-NC JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:																								
<table border="0"> <tr> <td>Auto Tort</td> <td>Contract</td> <td>Provisionally Complex Civil Litigation</td> </tr> <tr> <td><input type="checkbox"/> Auto (22) <input checked="" type="checkbox"/> Uninsured motorist (46)</td> <td><input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)</td> <td><input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</td> </tr> <tr> <td>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</td> <td>Real Property</td> <td>Enforcement of Judgment</td> </tr> <tr> <td><input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)</td> <td><input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)</td> <td><input type="checkbox"/> Enforcement of judgment (20)</td> </tr> <tr> <td>Non-PI/PD/WD (Other) Tort</td> <td>Unlawful Detainer</td> <td>Miscellaneous Civil Complaint</td> </tr> <tr> <td><input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)</td> <td><input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)</td> <td><input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)</td> </tr> <tr> <td>Employment</td> <td>Judicial Review</td> <td>Miscellaneous Civil Petition</td> </tr> <tr> <td><input type="checkbox"/> Wrongful termination (38) <input type="checkbox"/> Other employment (15)</td> <td><input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)</td> <td><input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)</td> </tr> </table>	Auto Tort	Contract	Provisionally Complex Civil Litigation	<input type="checkbox"/> Auto (22) <input checked="" type="checkbox"/> Uninsured motorist (46)	<input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	<input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)	Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Real Property	Enforcement of Judgment	<input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	<input type="checkbox"/> Enforcement of judgment (20)	Non-PI/PD/WD (Other) Tort	Unlawful Detainer	Miscellaneous Civil Complaint	<input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)	Employment	Judicial Review	Miscellaneous Civil Petition	<input type="checkbox"/> Wrongful termination (38) <input type="checkbox"/> Other employment (15)	<input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
Auto Tort	Contract	Provisionally Complex Civil Litigation																						
<input type="checkbox"/> Auto (22) <input checked="" type="checkbox"/> Uninsured motorist (46)	<input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	<input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)																						
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Real Property	Enforcement of Judgment																						
<input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	<input type="checkbox"/> Enforcement of judgment (20)																						
Non-PI/PD/WD (Other) Tort	Unlawful Detainer	Miscellaneous Civil Complaint																						
<input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)																						
Employment	Judicial Review	Miscellaneous Civil Petition																						
<input type="checkbox"/> Wrongful termination (38) <input type="checkbox"/> Other employment (15)	<input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)																						

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties
 - b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 - c. Substantial amount of documentary evidence
 - d. Large number of witnesses
 - e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 - f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): TWO: Breach of Contract; Insurance Bad Faith
5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 3-19-08

BROOKS L. ILER SBN: 99020

(TYPE OR PRINT NAME)

[Signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort**Auto (22)—Personal Injury/Property**

Damage/Wrongful Death

Uninsured Motorist (46) (*If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)

Asbestos Property Damage

Asbestos Personal Injury/ Wrongful Death

Product Liability (not asbestos or toxic/environmental) (24)

Medical Malpractice (45)

Medical Malpractice—

Physicians & Surgeons

Other Professional Health Care

Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)

Intentional Infliction of Emotional Distress

Negligent Infliction of Emotional Distress

Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)

Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)

Defamation (e.g., slander, libel) (13)

Fraud (16)

Intellectual Property (19)

Professional Negligence (25)

Legal Malpractice

Other Professional Malpractice (*not medical or legal*)

Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)

Other Employment (15)

Contract

Breach of Contract/Warranty (06)

Breach of Rental/Lease

Contract (*not unlawful detainer or wrongful eviction*)Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)

Negligent Breach of Contract/ Warranty

Other Breach of Contract/Warranty

Collections (e.g., money owed, open book accounts) (09)

Collection Case—Seller Plaintiff

Other Promissory Note/Collections Case

Insurance Coverage (*not provisionally complex*) (18)

Auto Subrogation

Other Coverage

Other Contract (37)

Contractual Fraud

Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)

Wrongful Eviction (33)

Other Real Property (e.g., quiet title) (28)

Writ of Possession of Real Property

Mortgage Foreclosure

Quiet Title

Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)**Unlawful Detainer**

Commercial (31)

Residential (32)

Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)**Judicial Review**

Asset Forfeiture (05)

Petition Re: Arbitration Award (11)

Writ of Mandate (02)

Writ—Administrative Mandamus

Writ—Mandamus on Limited Court Case Matter

Writ—Other Limited Court Case Review

Other Judicial Review (39)

Review of Health Officer Order

Notice of Appeal—Labor

Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40)

Securities Litigation (28)

Environmental/Toxic Tort (30)

Insurance Coverage Claims

(*arising from provisionally complex case type listed above*) (41)**Enforcement of Judgment**

Enforcement of Judgment (20)

Abstract of Judgment (Out of County)

Confession of Judgment (*non-domestic relations*)

Sister State Judgment

Administrative Agency Award (*not unpaid taxes*)

Petition/Certification of Entry of Judgment on Unpaid Taxes

Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)

Other Complaint (*not specified above*) (42)

Declaratory Relief Only

Injunctive Relief Only (*non-harassment*)

Mechanics Lien

Other Commercial Complaint Case (*non-tort/non-complex*)Other Civil Complaint (*non-tort/non-complex*)**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)

Other Petition (*not specified above*) (43)

Civil Harassment

Workplace Violence

Elder/Dependent Adult Abuse

Election Contest

Petition for Name Change

Petition for Relief from Late Claim

Other Civil Petition

2 Brooks L. Iler, S.B.# 99020
3 Virgil A. Iler, S.B.# 158460
ILER & ILER, LLP
4 13400 Pomerado Road
Poway, CA 92064
5 Tel (858) 413-1551
Fax (858) 413-1553

20080501-00144-16

6 Attorneys for Plaintiff, DAVID FELT
7

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SAN DIEGO, NORTH COUNTY DIVISION

10 UNLIMITED JURISDICTION

11
12 DAVID FELT,

37-2008-00052861-CU-IC-NC

13 Plaintiff,

CASE NO.

14
15 vs.
16
17 STANDARD INSURANCE COMPANY and
DOES 1 through 50,
18 Defendants.

COMPLAINT FOR BREACH OF
CONTRACT AND INSURANCE BAD
FAITH;

DEMAND FOR JURY TRIAL

20 Plaintiff DAVID FELT alleges:
21

22 JURISDICTIONAL ALLEGATIONS

- 23 1. Plaintiff DAVID FELT is, and at all times mentioned herein was, an individual residing
in San Diego County, California.
- 24
25 2. Defendant STANDARD INSURANCE COMPANY (hereinafter "STANDARD") is a
corporation licensed to sell insurance and doing business as an insurer in the State of California,
incorporated in the State of Oregon with its principal place of business in the State of Oregon.
- 26
27 3. The insurance contract which is the basis of this lawsuit was entered into in the County
28

1
COMPLAINT FOR BREACH OF CONTRACT AND INSURANCE BAD FAITH

1
2 of San Diego, State of California; plaintiff suffered emotional distress damages in the County of
3 San Diego; the contract breached herein was breached in the County of San Diego.
4

5 4. At all times herein mentioned, DOE Defendants 1 through 50 were individuals and
6 business entities the exact nature of which is unknown to Plaintiff and Plaintiff prays leave to
7 amend this Complaint to show their true names and capacities when the same has been finally
8 ascertained.

9 5. Plaintiff is informed and believes, and upon such information and belief alleges,
10 that each of the defendants designated herein as DOE is negligently or otherwise legally
11 responsible in some manner for the events and happenings herein referred to and negligently or
12 otherwise caused injury and damage thereby to Plaintiff, as hereinafter alleged.
13

14 6. At all times herein mentioned, each and every one of the defendants was the agent,
15 servant, employee, joint venturer, and/or franchisee of each of the other defendants, and each and
16 every one of the defendants was at all times acting within the course and scope of said agency,
17 service, employment, joint venture, and/or franchise.
18

First Cause of Action

BREACH OF CONTRACT

21 7. On or about September 14, 2005, plaintiff, a public service officer with the City of
22 Carlsbad police force, was insured under a long-term disability insurance plan purchased from
23 defendant STANDARD through his employer, the City of Carlsbad, a public entity; a copy of the
24 insurance contract, policy number 311713, is attached to this complaint as Exhibit 1.
25

26 8. Though plaintiff purchased the insurance policy at issue in this case through his
27 employer, the City of Carlsbad, and said policy was part of the group plan offered though his
28 employer, the plan and policy are exempt from the statutory scheme of the Employees Retirement

2 Security Income Act of 1974 29 U.S. Code 1000 et. seq. (ERISA), as such plan is a
3 "governmental plan" as defined under 29 U.S. Code 1002 (32), exempt under 29 U. S. Code 1003.
4

5 9. At all times herein mentioned the policy was in full force and effect; plaintiff had paid
6 his policy premiums in full, and otherwise performed all obligations under the policy.
7

8 10. On or about September 14, 2005, plaintiff became disabled within the terms of his
9 insurance policy, thus entitling him to benefits beginning on or about September 14, 2005;
10 plaintiff duly made notice of claim to his employer and began receiving disability benefits from
11 defendant STANDARD.

12 11. On or about December 12, 2007, defendant STANDARD denied plaintiff's right to
13 on-going benefits, thus breaching its contract with plaintiff; the denial was timely appealed and
14 the final administrative denial was made by STANDARD on January 18, 2008.

15 12. As a direct result of said breach by defendant STANDARD, plaintiff has suffered a
16 loss of past and future disability benefits in an amount to be proved at trial.
17

Second Cause of Action

INSURANCE BAD FAITH

20 13. The insurance policy issued by defendant STANDARD contained, by law, an implied
21 covenant of good faith and fair dealing; Defendant breached the implied covenant of good faith
22 and fair dealing by numerous acts and omissions including but not limited to:
23

24 a. Failing to promptly, adequately and fairly investigate the claim before
25 denial;

26 b. Misrepresenting the terms and conditions of the policy;

27 c. Causing plaintiff to incur thousands of dollars in attorney's fees in order
28 to force defendants to honor the terms of the insurance contract;

1
2 d. Denying an obviously valid claim without sufficient cause to do so.
3

4 14. By reason of such bad faith conduct on the part of defendant, plaintiff was forced to
5 hire legal counsel, and thus incurred special damages in an amount to be shown according to
6 proof.

7 15. As a further proximate result of the bad faith conduct of defendant, plaintiff has
8 suffered emotional distress, entitling him to an award of general damages in an amount to be
9 determined at trial and according to proof.

10 16. Defendants' aforementioned conduct was despicable, and subjected plaintiff to cruel
11 and unjust hardship, in conscious disregard of his rights under the policy and the law; defendant
12 misrepresented material facts with the intent to deprive plaintiff of his rights and property; said
13 conduct was part and parcel of a widespread and ongoing pattern and practice at STANDARD;
14 said conduct justifies an award of punitive damages, in an amount calculated to punish defendant,
15 and by way of example, said amount to be determined at trial and according to proof.
16

17 WHEREFORE, Plaintiffs prays Judgment against Defendant as follows:
18

- 19 1. For special damages, in an amount according to proof, plus interest at the legal rate.
20 2. For attorneys fees expended in obtaining policy benefits.
21 3. Damages for emotional distress, in an amount according to proof.
22 4. For punitive damages.
23 5. For costs of suit herein.
24 6. For such other relief as the court deems proper.
25

26 ////
27
28 ////

1
2
3
4
5 ILER & ILER, LLP
6

7 Dated: 3-18-08

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2 By: Brooks L. Iler,
3 Attorney for Plaintiff
4 DAVID FELT
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JURY DEMAND

12 Plaintiff demands jury trial in this matter.

13
14 ILER & ILER, LLP
15

16 Dated: 3-18-08

17
18
19
20
21
22
23
24
25
26
27
28

1
2 By: Brooks L. Iler,
3 Attorney for Plaintiff
4 DAVID FELT
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Katherine S. Ritchey (State Bar No. 178409)
JONES DAY
2 555 California Street, 26th Floor
San Francisco, CA 94104
3 Telephone: (415) 626-3939
Facsimile: (415) 875-5700
4 Email: ksritchey@jonesday.com

FILED
NORTH COUNTY DIVISION

2008 APR 29 PM 4:07

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

5 Hollis R. Peterson (State Bar No. 254535)
JONES DAY
6 12265 El Camino Real
Suite 200
7 San Diego, CA 92130
Telephone: (858) 314-1200
8 Facsimile: (858) 314-1150
Email: hpetsone@jonesday.com

10 Attorneys for Defendant
STANDARD INSURANCE COMPANY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO, NORTH COUNTY DIVISION**

14 DAVID FELT

CASE NO. 37-2008-00052861-CU-JC-NC

**Assigned to Hon. Jacqueline M. Stern,
Dept. N-27**

17 STANDARD INSURANCE COMPANY and
18 DOES 1 through 50.

**GENERAL DENIAL AND DEFENSES
OF STANDARD INSURANCE
COMPANY TO PLAINTIFF'S
COMPLAINT**

Defendants.

Complaint Filed: April 2, 2008

Pursuant to section 431.30(d) of the California Code of Civil Procedure, defendant Standard Insurance Company (“Standard”) generally denies each and every allegation of PLAINTIFF’S Complaint filed April 2, 2008.

Having answered PLAINTIFF'S Complaint, Standard alleges its affirmative defenses

6 Each defense is asserted as to all causes of action against Standard. By setting forth these
7 affirmative defenses, Standard does not assume the burden of proving any fact, issue, or element
8 of a cause of action where such burden properly belongs to PLAINTIFF. Moreover, nothing

1 stated herein is intended or shall be construed as an acknowledgement that any particular issue or
 2 subject matter is relevant to PLAINTIFF'S allegations.

3 **First Affirmative Defense to Entire Complaint**

4 **(Failure to State a Cause of Action)**

5 1. The Complaint, and each cause of action, fails to set forth facts sufficient to state a
 6 cause of action upon which relief may be granted against Standard and further fails to state facts
 7 sufficient to entitle PLAINTIFF to the relief sought, or to any other relief whatsoever from
 8 Standard.

9 **Second Affirmative Defense to Entire Complaint**

10 **(Discharge of Obligations / Unjust Enrichment)**

11 2. Standard has performed all obligations required by Standard disability policy, No.
 12 311713 ("Policy"), and any other policy applicable to PLAINTIFF. PLAINTIFF is not entitled to
 13 any additional payment pursuant to the Policy, or any other policy applicable to PLAINTIFF, and
 14 the payment of any additional amount, as demanded by PLAINTIFF, would amount to a windfall
 15 and unjust enrichment.

16 **Third Affirmative Defense to Entire Complaint**

17 **(Waiver)**

18 3. Standard is informed and believes that, at all times relevant to the matters alleged
 19 in the Complaint, PLAINTIFF was fully informed of the alleged rights he now asserts.
 20 PLAINTIFF has acted in a manner inconsistent with the assertion of those rights and,
 21 accordingly, has waived the claims she now asserts.

22 **Fourth Affirmative Defense to Entire Complaint**

23 **(Exclusions and Limitations of Coverage)**

24 4. PLAINTIFF'S recovery, if any, is limited by the terms and conditions of the
 25 Policy, including exclusions and limitations of coverage.

Fifth Affirmative Defense to Entire Complaint

(Estoppel)

5. PLAINTIFF is not entitled to benefits under the terms and conditions of the Policy, and Standard is informed and believes that PLAINTIFF was informed of any rights and claims that he may have against it. PLAINTIFF conducted himself in such a way as to lead Standard to believe that he relinquished any rights he had against Standard, and Standard has relied upon this conduct to its detriment. PLAINTIFF, therefore, is estopped from seeking damages or other relief based upon the allegations of the Complaint.

Sixth Affirmative Defense to Entire Complaint

(Mitigation of Damages)

6. Standard is informed and believes that PLAINTIFF has failed to mitigate his damages, if any.

Seventh Affirmative Defense to Entire Complaint

(Punitive Damages; Constitutionality of Punitive Damages)

7. PLAINTIFF is not entitled to the award of punitive damages insofar as that award would violate Standard's due process or other rights under the United States Constitution, the laws of the United States, or the Constitution or laws of the State of California. Standard further states that PLAINTIFF fails to state sufficient facts to support the prayer for punitive damages against Standard.

Eighth Affirmative Defense to Entire Complaint
(Contributory/Comparative Fault)

8. Standard is informed and believes and thereon alleges that any alleged damages sustained by PLAINTIFF were, at least in part, caused by the actions of PLAINTIFF and/or third parties and resulted from PLAINTIFF'S or third parties' own negligence which equaled or exceeded any alleged negligence or wrongdoing by Standard

Ninth Affirmative Defense to Entire Complaint
(Right to Assert Additional Defenses)

9. Standard hereby gives notice that it intends to rely on any additional affirmative

1 defenses that become available or apparent during discovery or at any other time during the
2 pendency of this case and, thus, reserves the right to amend its answer to assert such additional
3 defenses.

4 WHEREFORE, Standard prays for judgment as follows:

- 5 1. That PLAINTIFF take nothing from Standard by his Complaint;
- 6 2. That the Complaint be dismissed with prejudice as to Standard;
- 7 3. That Standard recover its attorneys' fees and costs from PLAINTIFF as permitted
8 by law; and
- 9 4. For such other and further relief as the Court may deem proper.

10

11 Dated: April 29, 2008

Jones Day

12

13

By: Hollis Peterson
Hollis Peterson

14

15

Attorneys for Defendant
STANDARD INSURANCE COMPANY

16

17

18

19

20

21

22

23

24

25

26

27

28

PROOF OF SERVICE BY MAIL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
David Felt v. Standard Insurance Company and Does 1 through 50.

Case No. 37-2008-00052861-CU-IC-NC; Honorable Jacqueline M. Stern; Dept. N-27

I am a citizen of the United States and employed in San Diego County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 12265 El Camino Real, Suite 200, San Diego, California 92130. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. On April 29, 2008, I placed with this firm at the above address for deposit with the United States Postal Service a true and correct copy of the within document(s):

GENERAL DENIAL AND DEFENSES OF STANDARD INSURANCE COMPANY TO PLAINTIFF'S COMPLAINT

in a sealed envelope, postage fully paid, addressed as follows:

Brooks L. Iler, Esq.
Virgil A. Iler, Esq.
ILER & ILER LLC
13400 Pomerado Road
Poway, CA 92064
Telephone: (858) 413-1551
Facsimile: (858) 413-1553

Following ordinary business practices, the envelope was sealed and placed for collection and mailing on this date, and would, in the ordinary course of business, be deposited with the United States Postal Service on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 29, 2008, at San Diego, California.



Robin Stewart

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law or the local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk's Office in preparing the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

ORIGINAL**I. (a) PLAINTIFFS**

DAVID FELT

(b) County of Residence of First Listed Plaintiff San Diego County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Brooks L. Iler/ILER & Iler, LLP
13400 Pomerado Road, Poway, CA 92064 (858) 413-1551**DEFENDANTS**STANDARD INSURANCE COMPANY and DOES 1 through
50County of Residence of First Listed Defendant Alameda County

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES USE THE LOCATION OF THE
LAND INVOLVED

'08 CV 0801 DMS CAB

DEPUTY

Katherine S. Ritchey/JONES DAY

555 California St., 26th Flr., S.F., CA 94104 (415) 626-3939

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- | | |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity
(Indicate Citizenship of Parties in Item III) |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
			SOCIAL SECURITY <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
			FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN

(Place an "X" in One Box Only)

- | | | | | | | |
|--|--|--|---|--|---|--|
| <input type="checkbox"/> 1 Original Proceeding | <input checked="" type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from another district (specify) | <input type="checkbox"/> 6 Multidistrict Litigation | <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment |
|--|--|--|---|--|---|--|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 1441**VI. CAUSE OF ACTION**Brief description of cause:
Breach of contract and insurance bad faith**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23DEMAND \$
unspecifiedCHECK YES only if demanded in complaint:
JURY DEMAND: Yes No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

5-1-08

SIGNATURE OF ATTORNEY OF RECORD

for Attorney

FOR OFFICE USE ONLY

RECEIPT # 150425AMOUNT \$350 -

APPLYING IFP

JUDGE

MAG. JUDGE

AB 05/01/08

**UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION**

150425 - MB

**May 01, 2008
16:15:46**

Civ Fil Non-Pris
USAO #: 08CV0801 CIVIL FILING
Judge.: DANA M SABRAW
Amount.: \$350.00 CK
Check#: BC68611

Total-> \$350.00

**FROM: DAVID FELT VS STANDARD
INSURANCE COMPANY**